

Council on Competitive Government



Presort (Barcode) Mail Services – Letters, Flats & Postcards

RFP# CCG-PM-2012-001

NIGP Class Items

Class	Item	Description
915	58	Mailing Services

Posting Date: July 3, 2012
Proposal Due Date: July 26, 2012 4:00 PM
(Central Time in Austin, Texas)

****NOTE**** This RFP is composed of two parts: (1) Part A, Special Instructions, and (2) Part B, General Instructions and Contract Terms and Conditions. In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails. The Definitions in Part A, Section A.1.2 also apply to Part B.

PART A: SPECIAL INSTRUCTIONS

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A.1 Description

A.1.1 Description of Services Required

The Texas Comptroller of Public Accounts (“Comptroller”) on behalf of the State Council on Competitive Government (“CCG”), issues this Request for Proposals (“RFP”). The purpose of this RFP is to solicit proposals from Respondents capable of providing Presort (Barcode) Mail Services for letters, flats and postcards. A Master Contract will be established through this solicitation to provide state and local partners with Presort (Barcode) Mail services.

A.1.2 Definitions and Acronyms

Within this document (Part A of the RFP) and when capitalized, the following terms and acronyms have the meaning set forth below. All United States Postal Service (USPS) terminology is defined as set forth in the Domestic Mail Manual (DMM), found at <http://pe.usps.gov/>, unless otherwise defined in this document. All other terms have the meaning set forth in Webster's II New College Dictionary. Please note, Part B of the RFP also contains definitions and acronyms that may apply to Part A. Should there be any conflict between the definitions and acronyms in this section and those in Part B, Part A's terms will have precedence.

TERM	DEFINITION
Agency Code Number	A unique number assigned to each state agency that allows for the proper assignment of fees.
Automation Compatible Mail	Mail that complies with the automation requirements as set forth in the DMM.
BAFO	Best and Final Offer.
Barcode Sorter (BCS)	A computer-controlled machine that sorts letters based on an imprinted barcode and puts the letters in zip code order.
CCG	The Council on Competitive Government, the state entity issuing this solicitation.
Coding Accuracy Support System (CASS)	A service offered to mailers, service bureaus and software vendors, that improves the accuracy of matching to Delivery Point Barcodes, ZIP+4 codes, 5-digit ZIP codes, and carrier route codes on mail pieces. CASS provides a common platform to measure the quality of address matching software and to diagnose and correct software problems. Texas Government Code 2176.201 requires any bulk mail service provider to use such address matching software that meets or exceeds USPS CASS standards.
Contract	Any Contract(s) resulting from this solicitation. Note: There is no guarantee that any Contract will result from this Solicitation.
Contract Administrator	CCG staff assigned to administer this Contract.
CPA	Comptroller of Public Accounts
Current Customer	A Customer currently participating on CCG Contract # 061020-CCG-MPB.
Customer	Those state and local entities that are required or permitted by law to purchase goods and services under contracts established by CCG.
Customer Contract Manger	The individual assigned to manage this Contract on behalf of a Customer.

TERM	DEFINITION
Customer Service Representative (CSR)	An employee of a Contractor, other than the Project Manager, that is responsible for responding to issues from Customers.
Delivery Point Barcode (DPBC)	A Postnet barcode that consists of 62 bars with beginning and ending frame bars and 5 bars each for the nine digits of the ZIP+4 code, the last two digits of the primary street address number (or post office box, etc.), and a correction digit. The DPBC allows automated sorting of mail to the carrier level in walk sequence.
DMM	USPS Domestic Mail Manual
Encodable Mail	Mail that does not receive a barcode through the multi-line optical character reader (MLOCR), but is compatible with the BCS and is able to receive a barcode through an encoding system.
Fast Forward	A USPS-licensed multiline optical character reader system that updates addresses by identifying names and addresses for which current change-of-address orders are on file.
Finest Depth of Sortation	The required sortation level necessary to obtain the maximum postage discount available.
First Class Mail	A class of mail that includes all matter wholly or partly in writing or typewriting, all actual and personal correspondence, all bills and statements of account, and all matter sealed or otherwise closed against inspection. Priority Mail is a subclass of First-Class Mail. Any mailable matter may be sent as First Class Mail.
Flats	As defined by the DMM, envelopes with a minimum size of 6.12 x 11.5 and maximum size of 12 x 15, with a maximum thickness of .75". Flats/Large Envelopes must be flexible. Even if packaged in something that is defined as a Flat, the envelope must bend naturally (under its own weight) to be defined as a Flat.
Intelligent Bar Code	Formerly called the 4-State Customer barcode, it is the upgraded USPS barcode used to sort and track letters and flats and provides expanded ability to track individual mail pieces.
HUB	Historically Underutilized Businesses
Letters	As defined by the DMM, rectangular mail at least 3 ½" high, 5" long and .007 inch thick and no more than 6 1/8" high, 11 ½" long and ¼" thick.

TERM	DEFINITION
Mail	Materials, including Letters and Flats tendered to Contractor for service.
Mail Piece	An article presented to Contractor for processing and submission to USPS. Under the Contract, this includes: letters, flats, postcards and tri-folds/bi-folds.
Metered Mail	Any mail class with postage printed by a USPS-approved postage evidencing device.
Multi-line Optical Character Reader (MLOCR)	An automated mail sorting machine that interprets the address information on a mail piece and sprays the corresponding ZIP Code information onto the piece as a barcode.
Multi-line Optical Character Reader Accuracy Support System (MASS)	A certification of the equipment of the Contractor that ensures the hardware and software's ability to perform accurate address matching and barcoding of the mail.
National Change of Address (NCOA)	A secure database of some 160 million permanent change of address records with names and addresses of individuals, families and businesses having filed a change-of-address with USPS. This allows mailers to process and update their mailing lists prior to sending out mailings for a fee.
Non-Automation Compatible Mail	Mail that, because of its physical characteristics, cannot be barcoded, encoded or processed through automated equipment. Non-automation compatible mail includes letters or flats.
Origin Location	The physical location where mail is picked up.
Permit Imprint	Printed indicia, instead of an adhesive postage stamp or meter stamp, that shows postage prepayment by an authorized mailer.
PIA	The Texas Public Information Act
PO	Purchase Order
Postcards	As defined by the DMM, a rectangular piece of thick stock paper intended for mailing without an envelope with a minimum size of 3 ½" by 5" and .007" thick.
Prebarcoded	Mail pieces that bear an address barcode either in the address block or optical character reader (OCR) read area, or in the case of flat mail that is prebarcoded in accordance with the DMM.
Prime Contractor	The Contractor that will have primary responsibility and oversight over any sub-contractor under the Contract.
Project Manger	A Contractor's employee with responsibility and control over the Contractor's activities in regard to the Contract.
Proposal	The response submitted by a Respondent to CCG as a result of this RFP. Also "Response."

TERM	DEFINITION
Regular Business Days	The period of time from 8:00 a.m. to 5:00 p.m. exclusive of weekends and observed holidays when Customers' offices are closed.
Respondent	Any person or vendor who submits a Proposal in response to this solicitation.
RFP	Request for Proposal. The type of solicitation embodied in this document.
Short Paid Mail	Mail that does not have enough postage paid for its weight and/or service.
Stale Meter Date	Any date on a postage meter postmark that is other than the date the mail is deposited with a USPS facility.
Standard Mail	A class of mail that consists of mailable matter that is not required to be mailed as First Class Mail or as identified in the DMM.
State Mail Office	The mail office operated by CPA's Texas Procurement and Support Services (TPASS) Division.
Sub-Contractor	A member of a group of Respondents to the RFP that is not the Prime Contractor or an entity that is hired by a Contractor to perform work under the Contract for a Customer.
TPASS	The Texas Procurement and Support Services Division of the Comptroller of Public Accounts
Upgradable Mail	First Class Mail and Standard Mail that the USPS can apply a delivery address barcode. Automation compatible pieces with machine printed non-script addresses, OCR read area, barcode clear zone meeting reflectance requirements and paper that can accept ink.
U.S.C.	United States Code
USPS	United States Postal Service
Zip Sequenced	Mail that is assembled by Customers in ZIP code order.

A.1.3 Estimated Contract Value

Based on historical data, there will be approximately \$70 million in spend (covering both USPS postage and Contractor compensation) over the five year life of the Contract if all three (3) optional years are exercised. Contractor should note that the total value of the contract may rise if additional Customers decide to utilize the Contract. No minimum compensation to a Contractor is guaranteed.

A.1.4 Quantities

CCG does not guarantee a specific volume to be purchased throughout the term of the Contract. Quantities indicated in the Mandatory Price Grid are estimates only and are based upon previous usage.

A.1.5 Pricing

Pricing for services will be firm fixed, and based on published USPS rates sorted to three (3) digit zip code level and defined fees (e.g., postage corrections, special handling, transport and delivery), with price adjustments for changes in USPS postage rates or renewal years. See Section A.5.1 for more details.

Contractor may charge a transportation fee if:

- The number of Mail pieces to be picked up is less than 1,500; and
- Customer's location is not within the county or a contiguous county of Contractor's processing facility

Fees for transportation will be firm and fixed for the first year of the Contract. Upon the first anniversary of the award of the Contract, Contractor may ask for adjustments in transportation fees once per quarter of the State Fiscal Year. See Section A.5.2 for more details

NOTE: CCG will assume that all prices presented in Attachment F, Mandatory Pricing Sheet, are for Travis and contiguous counties.

Once Respondent has completed and submitted prices in Attachment F, Respondent may provide alternative pricing structures in its Proposal. CCG will evaluate Respondent's prices appearing in Attachment F, Mandatory Pricing Sheet before it considers any alternative pricing structures.

A.1.6 Term of the Contract

The anticipated term of the contract established through this RFP will be for two (2) years from notification of award through August 31, 2014. Upon expiration of the initial contract term, the contract may be renewed for up to three (3) additional one-year terms at the discretion of CCG.

1st Renewal: September 1, 2014 – August 31, 2015

2nd Renewal: September 1, 2015 – August 31, 2016

3rd Renewal: September 1, 2016 – August 31, 2017

At the sole option of the CCG, the Contract may be extended three (3) times in increments of three (3) months, not to exceed a total of nine (9) months at the end of the initial or any given renewal period. This extension will only be exercised if time does not allow for a new solicitation to be developed and awarded by expiration of any given contract period.

A.1.7 Insurance

All required insurance shall be issued by companies which are A- financially rated and duly licensed, admitted and authorized to do business in the state of Texas. The State of Texas will be named as an Additional Insured in the General Commercial Liability and each required insurance contract. Required coverages must remain in effect through the term of the resulting contract. Required insurance is as follows:

- A. Workers' Compensation and Employers' Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Chapter 401, *et seq.*, Texas Labor Code) and minimum policy limits for employers Liability of \$500,000.

- B. Commercial General Liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage and a combined single limit of \$2,000,000 per occurrence. The policy shall contain the following provisions:
1. Blanket contractual liability coverage for liability assumed under the Contract.
 2. Independent Contractors coverage.
 3. State of Texas, listed as an additional insured.
 4. 30-Day Notice of Cancellation in favor of the State of Texas.
 5. Waiver of the Transfer Right of Recovery against Others in favor of the State of Texas.
- C. Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person. \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsement in favor of the State of Texas.
1. Waiver of Subrogation endorsement.
 2. 30-Day Notice of Cancellation endorsement.
 3. Additional Insured endorsement.
- D. Umbrella Liability Coverage with limits not less than \$2,000,000 per occurrence for bodily injury and property damage.
- E. The Contractor shall provide the CCG a copy of the insurance certificate within 30 days of Notice of Award.

A.1.8 Addenda to the RFP

Should an addition or correction to this RFP become necessary, an addendum relating the necessary information will be posted on the ESBD. The Respondent is responsible for periodically checking the ESBD for addenda or additional information relating to this RFP. The Respondent is required to acknowledge each addendum by returning a signed copy of the addendum with its Proposal.

A.2 General Requirements

A.2.1 Introduction

All of the requirements in Section A.2 are considered mandatory requirements that the State expects to be satisfied by Contractor. A Respondent must indicate its willingness and ability to satisfy these requirements in this section.

A.2.2 Contractor Provision of Resources

The Contractor must furnish all resources used in performing the work unless otherwise specified or approved by the Contract Administrator, and shall act independently and not as an agent or employee of CCG, CPA or a Customer.

A.2.3 Prime Contractor and Sub-Contractor Relationships

In the event several Respondents join together to respond to the RFP, a single Respondent must be designated as the entity that will serve as Prime Contractor. The Prime Contractor shall be responsible for the Sub-Contractors (i.e. the other Respondents in the group) and will be held responsible by the State for the quality and accuracy of the work done by a Sub-Contractor. All issues with a Sub-Contractor's work will be resolved through the Prime Contractor.

A.2.4 Open Record Requests

CCG, CPA and Customers utilizing this contract are state entities subject to the Texas Public Information Act (PIA), Chapter 552, Texas Government Code. As such, these entities are responsible for responding to all open records request(s). Contractors may receive requests for information related to the services provided under this RFP. When this event occurs, the Contractor must inform the requestor that they must submit a formal open records request to the pertinent state entity (CCG, CPA or affected Customer). Contractor may not release any information directly to the person requesting information related to the services provided under this RFP, but shall cooperate fully with CCG or Customer as needed to respond to any such request.

A.2.5 Project Manager

Contractor shall dedicate a Project Manager to the Contract. The Project Manager will be responsible for addressing broad contract issues and requests brought to them by the Contract Administrator and/or a Customer Contract Manager. The Project Manager must have the authority and ability to address and correct any issues related to the implementation and operation of the Contract. Contractor shall notify the Contract Administrator in writing 15 business days prior to the assignment of a new Project Manager. Assignment of a new Project Manager must be agreed to by the State.

A.2.6 Customer Service

Contractor shall provide contact information for Project Manager and other Customer Service Representatives (CSR) responsible for day to day operations and responding to issues from Customers. The Project Manager and CSRs must be available during Regular Business Days and will return calls within 60 minutes.

A.2.7 Invoicing, Billing and Payments

A.2.7.1 Invoicing for Uncompensated Work

Contractor compensation under this Contract shall be the postage discount from the USPS (see Attachment F for additional details) based on published USPS postage prices. In the case where the Contractor is not fully compensated for the services it provided, it may seek payment for the uncompensated portion of a service by submitting an invoice to the appropriate Customer. Such an invoice may be submitted to a Customer only once per month with the cycle closing date on the last day of the month. The Contractor must provide a detailed explanation of all items on an invoice. Contract must also provide, at the request of a Customer, an explanation of any billing procedure.

A.2.7.2 Invoicing Information and Addresses

Contractor shall work with each Customer to establish the Customer's invoicing information (e.g. points of contact, phone numbers, e-mail account, etc.) and address.

A.2.7.3 Billing and Payments

All charges shall be billed to the Customer at the billing address as specified by the Customer. The Contractor shall bill Customers directly under the purchase order numbers issued under the Contract. All billing issues shall be resolved within 15 calendar days of notification of the issue. Any issue not resolved may be filed against the Contractor as a complaint. Also:

- A. Payment of outstanding invoices shall be made at least monthly by any Customer.
- B. Contractor shall establish a unique billing account and shipper number under the Contract for every Customer and bill each Customer directly at their respective billing address.
- C. Any and all payments shall be in compliance with the CPA Purchase Policies and Procedures Guide.
- D. The Customer shall return invoices for correction of errors without prejudice. Invoicing discrepancies shall be resolved within 15 calendar days.

A.2.8 Invoice Statements

Contractor shall develop a standard invoice statement. At a minimum, this invoice statement must include: Customer identification information, amount / volume of uncompensated service, unit prices and total price.

A.3 SPECIFIC SERVICE REQUIREMENTS

A.3.1 Introduction

All of the requirements in Section A.3 are considered mandatory requirements that the State expects to be satisfied by a Contractor. A Respondent must indicate its willingness and ability to satisfy these requirements in this section.

A.3.2 Presort (Barcode) – Letter, Flats and Postcards

Contractor must process First Class, Standard, Media Mail, Library Mail and Bound Printed Matter letters, flats, and postcards produced by Customers prior to tendering it for acceptance to the USPS. Contractor must correctly perform all of the following tasks necessary to meet USPS requirements: transporting Mail, CASS/MASS certifying Mail, applying DPBC, marking, combining, co-mingling, presorting, packaging, traying, sleeving, banding, sacking, labeling packages and postal containers, generating USPS documentation, maximizing destination entry discounts, and performing move updates for all classes of Customers' metered and permit imprint Mail, to achieve the finest depth of sortation and greatest postal discount possible.

Contractor must combine Customers' Mail with mail from other customers in order to obtain the greatest postal discounts possible. Customers may present various types of Mail to the Contractor including, but not limited to, the following:

1. Automation Compatible Mail including self-mailers, booklets, postcards, heavy letter mail, reply cards, and envelopes;
2. Zip Sequenced;
3. Non Zip Sequenced;
4. Pre-barcoded (DPBC);
5. Non Pre-barcoded;
6. Upgradable Mail;
7. Encodable Mail; or
8. Non-Automation Compatible.

The Contractor must apply a delivery address barcode and presort to the greatest extent possible to all automation compatible and encodable Letters, Flats, Postcards and other mail types with the exception of parcels. The Contractor will presort all non-automation compatible Letters, Postcards, and Flats to the greatest extent possible.

A.3.3 CASS Certification

Respondent shall specify in their Proposals their ability to CASS certify Customer mail lists to USPS standards. Respondent must factor in all costs for CASS certification into their fees for services.

A.3.4 FastForward

Respondent must detail in their Proposals their ability to provide FastForward or similar service or mail forwarding information that meet USPS specifications in accordance with the DMM for use, upon request, by Customers. Respondent must factor in all costs for FastForward into their fees for services.

A.3.5 Mail Pick Up

Contractor shall be responsible for coordinating times for daily collection with each Customer.

Contractor must provide Customers with adequate receptacles according to the needs of each Customer (tubs, trays, post cons, hampers, pallets, etc.) for preparing Mail for pick up. Contractor must pick up the Mail from all Customers on a daily basis (Monday through Friday, 8:00 a.m. to 5:00 p.m., as negotiated by Customers), excluding Federal Holidays when the USPS is closed.

At a minimum, Contractors must be able to provide services to all Customers under contract # 061020-CCG-MPB (see Exhibit 2 for details) on the first day of service under the Contract.

Contractor must follow each Customer's designated same-day and next-day service requirements.

Customers must generate no less than one thousand, five hundred (1,500) Mail pieces per day, per location for Contractor to pick up mail; however, Contractor and Customers can mutually agree to lower limits. Customers that fail to generate the minimum volumes may deliver their Mail to the Contractor or to another Customer for pick up by Contractor.

Each time that the Contractor picks up Mail from a Customer, the Contractor's representative making the pickup must sign a receipt indicating the pickup time, date, the number of pieces of Mail and type of Mail consigned for each Customer. If the Contractor picks up more than one Customer's Mail at one Customer location, the Contractor must generate and sign a separate transmittal receipt for each Customer. The Contractor must report in writing any discrepancies between the signed receipt and the actual processing totals to the Customer's designated contact person on the next business day.

All costs associated with the pickup and dispatch of Mail, other than a fee for transportation, are the responsibility of the Contractor.

The Contract Administrator may, at any time during the term of the contract, designate new Customers, new pick up locations and other pick up times in accordance with all other terms of this RFP. The Contract Administrator shall notify the Contractor no later than thirty (30) calendar days prior to the addition or deletion of Customers or permanent pick up times or locations.

A.3.6 Timing of Mail Presentation to the USPS (Same Day or Next Day)

Contractor must deposit Mail on the same day as the postage meter date to meet all USPS meter deposit guidelines. Contractor must process all Mail, regardless of the postage payment, the same day or next day as required by the Customer. Contractor must perform a preliminary review of all Mail at the time of pick up to ensure that it contains meter impressions that meet USPS standards. The Contractor must not accept Mail with Stale Meter Dates or meter imprints that are illegible.

The Contractor must present all Mail to USPS on the same USPS business day that the Contractor picks up the Mail from Customers if such Customers require same day service. Contractor must present all Mail to USPS on the following USPS business day for Customers requiring next day service.

The Contractor must present all Mail to USPS on the following USPS business day that the Contractor picks up from a Customer on a Friday or the day before a USPS holiday if such Customer requires next day service. The Contractor and Customers may mutually agree to a different arrangement for a particular mailing.

Contractor must present all Mail to USPS no later than the current deadline in the USPS operation plans, as set forth by the USPS Bulk Mail Entry Unit.

A.3.7 Non-Eligible Mail

Contractor must return all Non-eligible Mail to the original pick up location for each Customer during the next day's first pick up. In addition, the Contractor must immediately notify the Customer by telephone, facsimile or electronic mail if fifty (50) pieces or more of Non-eligible Mail are included in a single pick up. Customers may pick up Non-eligible Mail at the Contractor's location immediately upon receipt of such notification.

A.3.8 Customer Service Agreements and Training

Contractor must sign a Customer Service Agreement with each Customer and provide a copy of the Service Agreement to the Customer Contract Manager to ensure compliance. At the minimum, the agreement must include: the names and telephone numbers of company representatives, recommended Customer training, security requirements, prompt response times, mail piece diagnostics, accurate and timely reporting and facility tours. A Service Agreement must also include any other information the Contractor and/or the Customer deems to be relevant. Contractor must provide Customers with training, which includes instructions for processing mail according to the contract and mail piece diagnostics training.

Respondents must include, in their proposals, a proposed Customer Service Agreement that includes the requirements set forth in Exhibit 3(Sample Customer Service Agreement).

A.3.9 Quality Control

Respondents must have a current quality control plan in place for all services.

Respondents must include, in their proposals, a quality control plan that describes:

- Mail security/custody;
- Facility/physical security;
- Vehicle security;
- Background and uniform and/or identification of Respondent personnel handling Mail;
- Documented Mail pickup and delivery quality checks;
- Mail piece analysis;
- Confidentiality;
- Timely communications with Customers regarding the contract;
- Incoming/Outgoing Mail Quality Control Check List/Processes;
- Documented equipment checks; and,
- Any additional information that Respondent deems relevant.

A.3.10 Short Paid Mail

Contractor must immediately contact the Customer upon its identification of Short Paid Mail. Based on the Customer's instructions, Contractor will perform one of the following:

1. Return the Short Paid Mail to the Customer at the next mail pick up;
2. Allow the Customer to pick up the Short Paid Mail; or
3. Re-meter the mail, as appropriate, and bill the Customer for the additional postage.

Contractor must not tender Short Paid Mail to the USPS.

A.3.11 Personnel and Equipment

Contractor's personnel shall be screened (e.g. passed background checks, etc.). Contractor must be able to provide all vehicles, equipment, supplies, mail sort production facilities, and transportation, except what will be provided by the USPS, necessary to provide services in compliance with this RFP.

Contractor equipment must be certified in accordance with USPS rules and regulations.

A.3.12 Security Requirements

Contractors must guarantee the security of all Mail and transport all Mail in an enclosed and locked vehicle. The Contractor must insure against damage, loss or theft of Mail while Contractor is providing services pursuant to the Contract or associated agreement resulting from this RFP. The Contractor must maintain proper control of Mail to prevent access by unauthorized individuals.

The Contractor must maintain a secure facility. The minimum security requirements for Contractor facilities include:

1. physical security and access control systems (including remote alarm);
2. an automatic fire detection system; and
3. emergency opening and alarm activation capabilities in compliance with all applicable government fire and safety codes.

Respondents are encouraged to provide details of their security systems if such systems include any of the following:

- a surveillance system with cameras and recording devices that is in operation during business and non-business hours
- a secure, key card entry system
- alarm and fire suppression system

Contractor must report any damage, loss or theft of Customer Mail to the designated contact person for each Customer no later than four (4) hours following Contractor's discovery of such damage, loss or theft.

Respondents must include, in their proposal, a Security Plan that includes all information set forth above.

A.3.13 Disaster Recovery

Contractor shall have a plan to continue operations and restore normal operations in the event they experience a disaster (e.g. a fire or flood at the facility that provides services under this Contract).

A.3.14 Performance Reviews

The Contract Administrator, Council staff, and/or other Customer personnel, as appropriate, shall meet periodically with the Contractor(s) to review contract performance. At the meeting, State of Texas personnel may evaluate the Contractor(s)'s performance, and the Contractor(s) shall apprise the Council of any concerns or issues. Upon request, Contractor shall develop a plan to resolve outstanding issues and submit it, within five (5) business days, to the Contract Administrator. The Contractor shall then receive written approval of the plan from the Contract Administrator prior to implementation of any recommendations.

A.3.15 Reporting Requirements

A.3.15.1 Reporting for Customers

Unless otherwise agreed to, Contractor shall make Mail processing reports available to the Customer within five (5) business days of written request.

A.3.15.2 Reporting for State Mail Office

Contractor shall send a monthly piece count with postage totals to the State Mail Office. The piece count report will be designed so that the State Mail Office may be reimbursed for any Mail it receives for Contractor. Contractor shall be responsible for establishing details of the piece count report with the State Mail Office.

A.3.15.3 Reporting for Contract Administrator

At a minimum, Contractor must provide the Contract Administrator with performance report on a quarterly basis. Contractor shall meet with the Contract Administrator within the first 30 calendar days of Contract award to establish the format and data to be included in a performance report. Contractor shall be obligated to work with the Contract Administrator to adjust and refine the performance report throughout the term of the contract, including any renewals and extensions.

Contractor must notify the Contract Administrator by no later than 12:00 PM of the next business day of any failures to deliver Mail to USPS within required timeframes. Contractor must also notify Contract Administrator of any Customer complaints within three (3) business days of receipt of the complaint. Contractor shall provide additional information regarding a delivery failure or a Customer complaint to Contract Administrator, if requested. Contractor shall make the additional information available within the timeframe specified by the Contract Administrator.

Contractor shall make additional ad hoc reports available to the Contract Administrator within three (3) business days of written request unless another deadline is agreed to by Contractor and Contract Administrator.

A.3.15.4. Reports at End of Contract

Contractor shall provide the State with all previously un-submitted reports upon termination or expiration of the contract. The State will expect all reports after all debts are settled.

A.3.15.5 HUB Reports

Reports must be able to track purchases made from certified Historically Underutilized Businesses (HUBs) so that state agencies and universities can comply with Texas Government Code §§2161.121-122 and HUB Rules at 34 TAC §20.16 (Expenditure Data). The HUB report is based on the State fiscal year, and requires monthly, semi-annual, and annual reporting on HUBs and HUB subcontracted suppliers. The reports should provide, at a minimum, a detailed monthly record and a summary of the total payments made to Texas certified HUBs by state agencies and universities. The reports must be provided in the format required by the State.

For informational purposes only, instructions for the current reporting system are available at the following website: <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

A.3.16 Site Locations

Contractor must perform all services at a location or locations that ensure it:

1. Meets Customers' pick up requirements; and,
2. Meets Customers' same-day and next-day service requirements.

Respondent must designate the location or locations it intends to utilize to fulfill the Contract in its Response. Contractor must notify Contract Administrator of any planned change in location used to fulfill the Contract 30 days prior to the change taking effect.

A.4 Customer Responsibilities

A.4.1 Postage

Customers must submit all Mail to the Contractor with an agency meter or permit imprint. In addition, each Customer must execute USPS Form 8096 authorizing postage refunds (value added rebate) from the USPS to be paid to the Contractor.

A.4.2 Daily Collection Reporting

Customer shall provide Contractor with a daily collection / processing report. At a minimum, the report shall include a count of:

1. The total number of trays and/or tubs of domestic mail processed under the Contract.
2. The total number of trays and/or tubs of international mail processed under the Contract.

Contractor may require additional collection information and shall coordinate that with Customer.

A.5 Financial Matters

A.5.1 Price Adjustments for Services

The pricing for Services under the Contract shall consist of two components: the Postage Rate (i.e. the price charged by USPS for each item processed) and the Contractor's fees (i.e. the price charged by the Contractor for each item). See Attachment F for additional details.

Prices for Services may only be adjusted under one of three conditions:

1. When the Contractor elects to reduce their fees;
2. At the time USPS changes one or more Postage Rates;
3. At the time of Contract Renewal.

The Council will automatically accept a reduction in fees offered by the Contractor. Council staff is delegated authority to accept such price reductions and reflect them in the contract pricing as soon as possible.

In the case where the USPS changes one or more Postage Rates, the Council delegates authority to Council Staff to approve the resulting changes in the Pricing Sheet without Council approval. In this situation, the Contractor may either keep its fees the same or decrease them.

All of Contractor's fees shall remain firm for the initial term of the Contract. Council will consider increases in Contractor's fees at the time of Contract renewal. At the time of renewal, Contractor may request a price adjustment based on the Producer Price Index (PPI) for [U.S. Postal Service, Special Services and Fees](#), as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. Any approved increase in Contractor's fees will be based on the Non-Seasonally Adjusted PPI for Commodity and Service Groupings (Commodity Code 3016-0106). This information is available at the U.S. Department of Labor, Bureau of Labor and Statistics website, www.bls.gov.

Written requests from the Contractor for an increase in their fees, with supporting documentation, must be received by CCG at least ninety (90) days prior to the effective date of the renewal term. Increases shall not be effective unless they are approved by CCG. CCG reserves the right to accept, reject, or negotiate any increase in Contractor fees.

The prices paid for Services by Customers will be those prices listed in the schedule of rates and charges in the Contract as effective at the time the mail is picked up for processing.

A.5.2 Transportation Fees and Adjustments

Contractor may charge a transportation fee to Customers or Customer locations outside of Travis County and contiguous counties.

Contractor may request an adjustment in transportation fees each quarter of the State Fiscal Year and after the first anniversary of Contract award. Price adjustments in transportation fees will be based on the Producer Price Index (PPI) for Truck Transportation, as published by the Bureau of Labor Statistics, in the Department of Labor, Washington, DC 20212. Any approved increase in Contractor's fees will be based on the Non-Seasonally Adjusted PPI for Commodity and Service Groupings (Industry Code 484). This information is available at the U.S. Department of Labor, Bureau of Labor and Statistics website, www.bls.gov.

The Council will automatically accept a reduction in transportation fees offered by the Contractor. Council staff is delegated authority to accept such price reductions and reflect them in the contract pricing as soon as possible.

In the case where the PPI justifies an increase in transportation fees, the Council delegates authority to Council Staff to approve the resulting changes in the Pricing Sheet without Council approval.

Written requests from the Contractor for an increase in transportation fees with supporting documentation must be received by CCG at least forty-five (45) calendar days prior to the start of the quarter of the State Fiscal Year in which the Contract hopes to implement the increase.

Fees for transportation paid by Customers will be those prices listed in the schedule of rates and charges in the Contract as effective at the time the mail is picked up for processing.

A.6 Evaluation, Negotiations and Award of Contract

A.6.1 Evaluation of Offers

CCG shall award a Contract(s) to the Respondent(s) whose proposal is considered to be the best value to the State, as defined in Texas Government Code §2155.074. Each member evaluating proposals shall execute a confidentiality agreement for this RFP.

Proposals may be evaluated by CCG and non-CCG state agency or CO-OP employees who may be invited to assist as evaluators. Each evaluated proposal will be reviewed and scored according to the criteria outlined in this section of the RFP.

CCG reserves the right to conduct studies and other investigations as necessary to evaluate any proposal. CCG reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Respondent. CCG will determine whether negotiations or Best and Final Offers are necessary and may invite selected Respondents to provide presentations of their proposals. **Therefore, Respondents are cautioned to provide their most competitive pricing and terms in their original proposals. CCG makes no guarantee that Respondents will have any additional opportunities to improve upon their proposals.**

A.6.2 Contract Award

CCG reserves the right to award for some, none or all of the services outlined in this RFP. CCG reserves the right to award to one or multiple Respondents based on an assessment of State needs and best value.

A.6.3 Phase I: Evaluation of Minimum Requirements

For Phase I evaluations, the proposals received will be reviewed by the assigned Procurement Officer. The purpose of this phase is to determine whether each proposal has met the response submission requirements, conforms to the rules of the procurement and is sufficiently responsive to permit further evaluation. The items / criteria included in this phase shall be evaluated as either “pass” or “fail”. Only those proposals that pass Phase I shall be considered for Phase II evaluation.

A.6.3.1 Past Performance

A Respondent’s past performance will be measured in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov’t Code. Respondents may fail this selection criterion for any of the following conditions:

- Currently under a Corrective Action Plan through any state agency
- Having repeated negative Vendor Performance Reports for the same reason
- Having a record of repeated non-responsiveness to Vendor Performance issues
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).

Vendor performance information is located on the CPA web site at:
http://www.window.state.tx.us/procurement/prog/Vendor_performance/

CCG may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CCG may examine other sources of Respondent performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CCG, and any negative findings, as determined by CCG, may result in non-award to the Respondent.

A.6.4 Phase II: Evaluation of Cost Proposal

For Phase II evaluation, CCG shall evaluate the corresponding cost proposal using standardized tools and forms. Based on the outcome of the computations performed, each proposal will be assigned a raw score. The assigned weight will then be applied to these scores to calculate an overall score.

CCG reserves the right based on the evaluation of the cost proposals, to limit further evaluation of Respondent Proposals not found to be in a competitive range with those of other Respondents.

A.6.5 Phase III: Evaluation of Qualifications

For Phase III evaluation, CCG shall appoint an evaluation team to evaluate the merits of the Respondent's response to requirements as well as the Respondent's Experience, References, Key Personnel, Project Work Plan, Disaster Recovery Plan, Security Plan and Transition Plan., For each proposal that advances to Phase III, each evaluator shall use standardized evaluation tools and forms to assign raw point scores identified in Section A.6.6 of this RFP. The State will then apply the assigned weights to these scores to calculate an overall score for each proposal for Phase III.

The Evaluation Committee may choose, in its sole discretion, to require one or more oral presentations from Respondents. The Evaluation Committee may also, at its sole discretion, choose to conduct additional rounds of negotiation with one or more Respondents.

Based on its evaluation of the proposals and the presentations, if any, staff will prepare a written recommendation of the evaluation results of the proposals to the Council for review and consideration at an open meeting. Upon the selection of an apparently successful Respondent(s), CCG's legal counsel may proceed with contract negotiations and attempt to finalize the Contract with the successful Respondent(s). CCG anticipates that these negotiations will involve few issues and be expedited; however, if a Contract cannot be successfully negotiated within a reasonable period of time, contract negotiations will be terminated and negotiations with the next highest-ranking Respondent may commence. This process may continue until a Contract is signed or this RFP is withdrawn. CCG reserves the right, in its sole discretion to reissue or withdraw this RFP rather than continue with negotiations.

A.6.6 Evaluation Criteria

Phase I - Evaluation of Minimum Requirements	Scoring
Evaluation of Mandatory Administrative Proposal Requirements	Pass/Fail
Financial Stability of Respondent	Pass/Fail
Respondent Past Performance	Pass/Fail

Phase II - Evaluation of Cost and Revenue Sharing Proposal	Weight
Cost Proposal	60%

Phase III - Evaluation of Qualifications	Weight
Response to Requirements	20%
Experience, References, Key Personnel, and Plans (Project Work, Disaster Recovery, and Security)	10%
Transition Plan	10%

A.7 Proposal Requirements

A.7.1 Deadline for Proposals

Proposals must be submitted as outlined in Section A.7.7 of this RFP. Proposals are due by 4:00 p.m. (Central Time) on July 26, 2012.

A.7.2 Anticipated Schedule

Task	Date
RFP Posted to ESBD	July 3, 2012
Pre-Proposal Vendor Conference	July, 10, 2012
Deadline to submit questions for RFP	July 16, 2012 by 4:00 PM (CT)
Official Response to Questions Posted to ESBD, on or around	July 19, 2012
Proposal Due Date and Time	July 26, 2012 by 4:00 PM (CT)
Respondent Discussions (if necessary)	Aug. 6 – Aug. 8, 2012
Anticipated Submission Date and Time for BAFO (if necessary)	Aug. 15, 2012 4:00 PM (CT)
Expected Contract Award	Aug. 20, 2012

A.7.3 Point of Contact

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact below.

Point of Contact:

Russell Tomlinson, CTPM, CTCM
Texas Comptroller of Public Accounts
Council on Competitive Government / CPA Strategic Sourcing Division
P.O. Box 13186
Austin, TX 78711
Phone: 512-963-2127
FAX: 512-475-0711
Russell.Tomlinson@cgc.state.tx.us

Upon issuance of this RFP, employees and representatives of the State other than the Point of Contact identified will not discuss the contents of this RFP with any Respondent or their representatives. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Failure of a Respondent and any of its representatives to observe this restriction may result in disqualification of the Respondent's Proposal.

A.7.4 Pre-Proposal Vendor Conference

An optional Vendor Pre-Proposal Conference will be held July 10, 2012 at 2:00 PM (Central Time) in Austin, Texas at the Travis Building, Room 1-111, 1701 N. Congress, Austin, Texas. Attendance at the Conference is recommended, but is not required.

Respondents shall have the opportunity to ask questions at the Conference and CCG will make a reasonable attempt to answer questions. Oral answers will not be binding on CCG. Respondents must follow instructions provided in Section A.7.5 of this RFP to receive formal, binding answers to their questions.

Parking is limited in this area. It is recommended that attendees park at:

- Meters on the streets surrounding the building
- Texas State History Museum underground garage (link for the museum parking garage)
<http://www.thestoryoftexas.com/special/pdf/tshmbusmap.pdf>
- Capitol Visitor Parking Garage at the corner of San Jacinto Street and 13th

A.7.5 Submitting Questions

The Respondents will have until July 16, 2012 at 4:00 p.m. (Central Time) to submit, in writing, all questions regarding this RFP. Questions may only be sent to the Point of Contact. All questions shall, to the highest degree possible, cite the specific RFP section to which the question refers. CCG will answer the questions in a Question and Answer Document posted on the ESBD.

Only answers provided in writing by the CCG shall be considered official. Information in any form other than the materials constituting this RFP, the Question and Answer Document, and any RFP addendum shall not be binding on the CCG.

All questions submitted to the CCG must include the identity of the sender, the sender's title, company name, mailing address, telephone number and e-mail address. The Question and Answer Document posted on the ESBD website will not identify the company that submitted the question.

NOTE: Minor questions for which the answer will not affect the interpretation of the RFP or change the contents of a Proposal (for example, a question regarding delivery of the sealed Proposal) may be answered orally or by e-mail by the point of contact.

A.7.6 Mandatory Proposal Contents

The Proposal shall include all information required in this RFP and shall be in the format described herein. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms.

Package	Title
Part A	Instructions & Requirements
Part B	General Instructions and Terms and Conditions
Attachments	<ul style="list-style-type: none">• Execution of Offer & Respondent Information Form (Attachment A)• HUB Subcontracting Plan (Attachment B)• Preferences (Attachment C)• Conflict of Interest/Disclosures (Attachment D)• Criminal Conviction Certification (Attachment E)• Mandatory Pricing Form (Attachment F)
Exhibits	<ul style="list-style-type: none">• Resume Format (Exhibit 1)• Current Customers (Exhibit 2)• Customer Service Agreement (Exhibit 3)

A.7.7 Proposal Outline

The Proposal must contain the following components and must be in the order listed below. The following checklist is provided for the convenience of Respondents in their Proposal preparation process. Each of these tabs is described in greater detail in subsequent sections.

ITEM	Proposal Title
1.	Transmittal Letter
2.	<ul style="list-style-type: none">• Execution of Offer & Respondent Information Form (Attachment A)• HUB Subcontracting Plan (Attachment B)• Preferences (Attachment C)• Conflict of Interest/Disclosures (Attachment D)• Criminal Conviction Certification (Attachment E)
3.	Employee Benefit Overview
4.	Proof of Financial Stability
5.	Company and Previous Project Experience
6.	References
7.	Key Personnel (Exhibit 1, Resume Format)
8.	Written Response to Requirements
9.	Project Work Plan
10.	Disaster Recovery Plan
11.	Transition Plan
12.	Security Plan
13.	Assumptions and Exceptions
14.	Mandatory Price Grid (Attachment F)
15.	Alternate Proposals

Any questions concerning this RFP should be directed to the Point of Contact, identified in Section A.7.3, by the deadline for submitting questions. The Respondent is cautioned to pay particular attention to the clarity and completeness of its Proposal as it may be considered by the evaluation team. The Respondent is solely responsible for its Proposal and all documentation submitted.

A.7.7.1 Transmittal Letter

The letter of transmittal must be limited to two (2) pages, and must contain:

- Respondent's name and any assumed names;
- Physical and mailing address;
- Legal structure (i.e. corporation, partnership, Limited Liability Corporation, limited liability partnership, joint venture, sole proprietorship, etc.);
- Federal Employer Identification Number (EIN) or Vendor/Vendor Identification Number (VID or Vendor Number);
- State in which business entity was formed;
- Whether, and to what extent, Respondent has established a physical presence in the State including relevant timeframes;
- The names, titles, addresses, email addresses and telephone numbers of the primary contact and other individuals authorized to make representations on behalf of the Respondent;
- A statement that the person signing the transmittal letter is authorized to legally bind the Respondent;
- Signature of person(s) authorized to legally bind the Respondent;

A.7.7.2 Attachments

Failure to complete and submit any of the following Attachments may cause automatic rejection of the Proposal.

A.7.7.2.1 Execution of Offer & Respondent Information Form

Respondent must sign and return the Execution of Offer as well as complete the Respondent Information Form provided in Attachment A.

A.7.7.2.2 HUB Subcontracting Opportunities

The following are the suggested areas of subcontracting possibilities, but in no way should it be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HSP for further instructions which require Respondents to identify the specific areas intended for subcontracting.

Class	Item	Description
915	58	Mailing Services
961	82	Transportation (of mail)

A.7.7.2.3 HUB Subcontracting Plan

Respondents to this RFP, including those that are HUB Certified, must complete a HUB Subcontracting Plan (HSP) in accordance with the State's policy on utilization of Historically Underutilized Businesses.

Failure to complete a HSP shall cause automatic rejection of the Proposal.

If a Respondent does not plan to subcontract for any goods or services in the performance of a contract resulting from this RFP, then the Respondent must state that fact in the HSP. The completed HSP will become a part of any contract resulting from this RFP.

The CPA has instructional videos online to assist Respondents with completing the HSP. The videos may be viewed at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

A.7.7.2.4 Preferences

Respondent must fill out and return the Preferences form provided in Attachment C with the submitted Proposal.

A.7.7.2.5 Conflict of Interest

Respondent must sign and return the Conflict of Interest provided in Attachment D with the submitted Proposal.

A.7.7.2.6 Criminal Conviction Certification

Respondent must sign and return the Criminal Conviction Certification provided in Attachment E with the submitted Proposal.

A.7.7.3 Employee Benefit Overview

Respondent must provide an overview of the healthcare benefits, retirement benefits and worker's compensation insurance to be provided for individuals receiving compensation in connection with the performance of the work related to this RFP. The Respondent's proposal must include an analysis of healthcare benefits, retirement, and workers' compensation insurance for the Respondent's employees that are reasonably comparable to the health care benefits, retirement, and workers' compensation insurance of the state.

The Respondent's Proposal must include:

1. A detailed statement of the number and salary of individuals connected with the performance of the work, including:
 - a. employees, independent Respondents or Sub-Contractors, and others;
2. A detailed description of health care benefits to be provided for individuals receiving compensation in connection with the performance of the work, and the cost to the proposer of providing the benefits;
3. A detailed description of retirement benefits to be provided for individuals receiving compensation in connection with the performance of the work, and the cost to the proposer of providing the benefits;
4. A detailed description of workers' compensation insurance to be provided for individuals receiving compensation in connection with the performance of the work, and the cost to the proposer of providing such benefits;
5. A detailed description of any employee rights or personnel policies to which the proposer's other employees are subject or entitled; and,
6. A detailed statement certifying that the overall package of salaries and benefits to be provided to employees performing the identified state service under the proposer's contract will be reasonably comparable to the overall package of salaries and benefits of those state employees currently performing functions similar to those performed by the proposer's employees on the identified state service, provided that certification shall be based on the overall character of the salaries and benefits package and not on the presence, absence, or level of one particular benefit or on a specific salary level.

A.7.7.4 Proof of Financial Stability

The following items must be included in the Respondent's Proposal. Failure to include **any** of the items listed for the appropriate company type may cause automatic rejection of the Proposal. Respondent must meet the following minimum qualifications and must provide information to support the claim they meet the minimum qualifications:

1. Respondents must have no less than five (5) years of experience in delivering the services or similar services, or control of operations and management of large high-volume Mail centers (i.e. a Mail center that processes over one million (1,000,000) pieces of mail per month).. Respondent's experience in the delivery of services or control of operations and management of high-volume Mail centers must conform to USPS standards.
2. Dun and Bradstreet Report for parent company **no older than one (1) month prior to submission OR an equivalent third party report AND an audited financial statement for the prior twelve (12) months.** If these documents are not part of the Respondent's submittal, the proposal **may be disqualified.**
3. Any official document displaying current proof of authority to conduct business in the State. Examples include a Texas State Franchise Tax Certificate, Texas State Sales Tax Permit, or other documents obtained from the Secretary of State.

If the Respondent is a subsidiary, affiliate, or creation of one or more entities, and the proposing entity presents or relies upon the experience, financial stability or other qualifications of the parent or other entity(ies), the Respondent must also include the most recent detailed financial report of the parent or other entity(ies) and a statement that the parent or other entity(ies) will unconditionally guarantee performance by the Respondent in each and every term, covenant, and condition of any contract as executed by the parties.

Respondent may submit any additional information not formally requested herein that demonstrates adequate financial stability. This information may be used in conjunction with the required items to analyze financial stability and can be in any form the Respondent desires. CCG reserves the right to request additional information if deemed necessary.

A.7.7.5 Company and Previous Project Experience

The Respondent must provide information to indicate that it has the experience to provide the products and services requested in the RFP. Specifically, the Respondent is to provide:

- An overview and brief history of the firm, and a description of what uniquely qualifies the firm for the Contract.
- A description of services the organization has provided in the past five (5) years that demonstrates the organization's capability to carry out the proposed services.
- The nature of the services provided, scope of activities and the organization for which the service was provided.

A.7.7.6 References

Respondents must provide three (3) client references for significant projects in the past five (5) years that demonstrate the Respondent's ability to provide Presort (Barcode) Mail Services for letters, flats and postcards. References must include the following information:

- Customer name;
- Contact name, title, business address, email address and phone number;
- Service start/end dates;
- Scope of work performed;
- Annual Transaction Spend.

The Evaluation Committee may contact references provided by the Respondent during the selection process. The Evaluation Committee will not work through a Respondent's Reference Manager to complete a reference contact.

A.7.7.7 Key Personnel

Respondents must provide information about key professional staff they propose to use to fulfill all work performed under a contract awarded pursuant to this RFP, using the resume format provided in Exhibit 1 of this RFP.

Contractor must commit to utilizing key personnel identified for all work performed under any contract awarded pursuant to this RFP.

Contractor must agree to notify CCG promptly if key personnel listed in the Proposal are no longer available to Contractor. CCG and Contractor must mutually agree upon the replacement staff recommended.

A.7.7.8 Written Response to RFP Requirements

Sections A.2 and A.3 require separate responses. The Respondent is cautioned to pay particular attention to the clarity and completeness of these sections as they will be closely reviewed by the evaluation team.

A.7.7.9 Project Work Plan

The Respondent must submit a detailed Project Work Plan for performing all Services as described in this RFP. The Project Work Plan must include a detailed description of the Respondent's capabilities and proposed means to provide the required Services.

A.7.7.10 Disaster Recovery Plan

Respondents must include in their Proposals a disaster recovery plan that has been tested successfully within the previous twelve (12) months. The disaster recovery plan must include a description of the

procedures the Respondent would follow to ensure that Services continue to Customers in the event of a disaster.

A.7.7.11 Transition Plan

The transition of services from current Contractor to a new Contractor is a critical component of this RFP as there cannot be a lapse in service. The Respondent must provide a detailed description of their experience in transitioning large volume Customers. Respondents should include details of previous transitions completed, including the number of customers, approximate volume transitioned and timeframes.

Contractor shall have sixty (60) calendar days from the date of award until the first day of service to Customers in which to implement a transition of services. If Contractor believes they will be unable to transition all Customers within sixty (60) calendar days, Contractor must note this fact in its transition plan as well as specify and anticipated timeframe to complete the transition all existing Customers.

A.7.7.12 Security Plan

The Respondent must submit a detailed Security Plan for performing all Services as described in this RFP.

A.7.7.13 Assumptions and Exceptions

The Respondent shall clearly state any assumptions it made in its Proposal. The Respondent shall also clearly identify any exceptions it takes to specific provisions of this RFP, noting the specific RFP Section number. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP. **NOTE:** CCG, as a state agency, is prevented by the Texas Constitution from indemnifying Respondents. The Respondent is discouraged from including a term in its Proposal that requires the CCG to indemnify it. Such a term may result in the Proposal being deemed non-responsive.

The Respondent shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

A.7.7.14 Mandatory Price Grid

See Attachment F for instructions on the Mandatory Price Grid.

A.7.7.15 Alternate Proposals

Respondents may submit alternate proposals and associated costs / pricing to the requirements outlined in this RFP if they can demonstrate added value or savings not achieved within the existing RFP. If the alternate proposal requires an exception to any requirements, the requirement should be identified using the table below. In addition, the Respondent should indicate how the waiving of requirement(s) will provide better value in their alternate proposal. Respondents should note that an alternate proposal cannot replace a response to the RFP requirements. By submitting an alternate proposal, Respondents understand and agree that CCG may take the alternate proposal and rebid the RFP using the alternate proposal as the basis for that revised RFP.

The Respondent shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

A.8 Proposal Submission

The Proposal shall be submitted electronically to SSCM.ebids@cpa.state.tx.us. The e-mail subject line should contain the RFP number and title as indicated on the cover page.

You will receive an automatic response acknowledging receipt of your submittal. **If you do not receive an automatic response, please call or email the Point of Contact for confirmation of receipt.**

You are solely responsible for ensuring that your complete electronic proposal is sent to, and actually received by, CCG in a timely manner and at the proper destination server. CCG takes no responsibility for electronic proposals that are captured, blocked, filtered, quarantined or otherwise prevented from timely reaching the proper destination server by any CCG anti-virus or other security software.

CCG recommends a limit on the attachments to 10MB each. This may result in the requirement for numerous e-mails to SSCM.ebids@cpa.state.tx.us in the submission of all documentation contained in a response. An electronic submission should contain:

- A complete copy of Respondent's Proposal, organized in the manner described in Section A.7.7 with all required signatures in Portable Document Format (PDF)
- A completed copy of **Attachment F - Mandatory Price Grid** in its original Microsoft Excel format. *Warning: DO NOT add or delete any columns, rows, or tabs in the original file, and DO NOT edit cells not highlighted in yellow in any way. Doing so may subject your entire proposal to disqualification*

CCG IS NOT RESPONSIBLE FOR DOCUMENTS THAT CANNOT BE READ OR CONVERTED. UNREADABLE PROPOSALS MAY BE, IN CCG'S DISCRETION, REJECTED AS NONRESPONSIVE.

Note: Please be aware that your Internet Service Provider may limit file sizes on your outgoing emails, so try to avoid graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may include others, as well. CPA's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments.

A.8.1 Confidential, Proprietary or Copyrighted Information

The CCG is a government agency subject to the Texas Public Information Act (PIA), Chapter 552, Government Code. The Proposal and other information submitted to the CCG by the Respondent are subject to release as public information. The Proposal and other submitted information shall be presumed to be subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for the Respondent to include proprietary or otherwise confidential information in its Proposal or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the specific exception to disclosure in the PIA, and comply with the submission requirements set out below.

Merely making a blanket claim that the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable, and may make the entire Proposal subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information

which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

If Respondent's proposal contains any information, which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to CCG four CDs containing the following information:

1. Two CDs containing complete copies of all of Respondent's submissions pursuant to this RFP. These shall be marked "Complete Offer Documents, [Offeror's Name], CCG RFP _____.
CONTAINS CONFIDENTIAL INFORMATION."
2. Two CDs, each containing copies of all of Respondent's submissions with all information claimed as confidential excised, blacked out or otherwise redacted. Each of these CDs shall also contain an Appendix which contains clear references to all redacted information including a general description of the redacted information. These CDs shall be marked "For Public Release: Redacted Version of [Offeror's Name], CCG RFP _____"

The Respondent, by submitting a Proposal, shall thereby be irrevocably deemed to have fully indemnified and agreed to defend the CCG from any claim of infringement in the intellectual rights of Respondent or any third party for any materials appearing in the Proposal.